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doctrine are to be noted. First, a promise to perform a preëxisting contractual obligation to a third person, as distinguished from performance itself, has been admitted as sufficient consideration. *Merrick v. Giddings*, 1 Mack. (D. C.) 394. Second, where the second promisor has a direct interest in the performance of the original undertaking, such performance or promise to perform is sufficient consideration. *Donnelly v. Newbold*, 94 Md. 220; *Hirsch v. Carpet Co.*, 82 Ill. App. 234; *Hamer v. Decatur Co.*, 98 Ala. 461. Third, in a few jurisdictions the doctrine of the principal case has been repudiated altogether. *Abbott v. Doane*, 163 Mass. 433; *Scotson v. Pegg*, 6 H. & N. 295; *Champlain Co. v. O'Brien*, 117 Fed. 271; *Wilhelm v. Foss*, 118 Mich. 106 (point not discussed). See *Day v. Gardner*, 42 N. J. Eq. 199. On principle there seems no reason why either a performance, or a promise to perform, should not be a sufficient, if legal, consideration, if it be something which the second promisor wished to procure in return for his promise, and to which he had previously no legal right, whatever may have been the previous rights of third parties thereto.

CONVERSION—CUTTING TIMBER—MEASURE OF DAMAGES.—*SIBELLE v. EASTHAM*, 67 So. (La.) 364.—*Held*, that one who cuts timber on the land of another in good faith, believing it to be his own land, is liable for the value of the timber before the cutting, and not as manufactured into lumber.

When property is severed from the freehold and converted by the defendant, the prevailing view is that if the defendant acted in good faith, the measure of damages is the value of the property as it was just before the wrongful act of the defendant. *Forsyth v. Wells*, 41 Pa. 291; *Bond v. Griffen*, 74 Miss. 599; *U. S. v. McKee*, 128 Fed. 1002; *Wood v. Morewood*, 3 Q. B. 440. Certain American courts, however, have allowed recovery of the whole value of the property, after its severance. In the case of *Brown v. Sax*, 7 Cow. (N. Y.) 95, Sutherland J., *dissenting*, the facts were the same as in the principal case, and the plaintiff recovered the value of the boards manufactured from the lumber. In the following cases the measure of damages was held to be the value of the logs just after they were felled. *White v. Yawkey*, 108 Ala. 270; *Moody v. Whitney*, 38 Me. 174; *U. S. v. St. Anthony R. Co.*, 192 U. S. 524. Where the defendant knowingly converted property severed from the plaintiff's land, the measure of damages is everywhere held to be the value of the property at the time of the conversion, that is, after the severance. *Meloon v. Read*, 73 N. H. 153; *Foster v. Weaver*, 118 Pa. 42; *Wooden Ware Co. v. U. S.*, 106 U. S. 432. The rule of the principal case seems the just view, since it restricts the plaintiff to compensation for his actual loss, where the defendant has acted in good faith.

CRIMINAL LAW—ASSAULT AND BATTERY—EXCESSIVE SPEED OF AUTOMOBILE—*STATE v. SCHUTTE*, 93 ATL. (N. J.) 112.—*Held*, that a conviction for assault and battery was sustained by proof that the defendant ran